

Protest of)	
)	Date: March 22, 1989
CANTEEN COMPANY)	
)	
Solicitation No. 389990-88-A-0694)	P.S. Protest No. 89-15

DECISION

Canteen Company protests the award of a contract for cafeteria and vending food services for the Canton, Ohio, main post office and branches to Sanese Services under Solicitation No. 389990-88-A-0694.

The solicitation was issued by the Columbus Procurement and Materiel Management Service Office on September 23, 1988, with an offer due date of November 21. The solicitation stated that award would be made to "the responsible offeror whose proposal (price and other factors considered) is most advantageous to the Postal Service." The factors used to evaluate the proposals were as follows:

<u>Factor</u>	<u>Maximum Score</u>
Reputation, Experience and Resources	200
Sanitation Practices	150
Personnel Staffing and Management	150
Menu Prices, Portion Sizes and Management Controls	200
Menu Variety	200
Budget (pro forma), Accounting System, and Controls	<u>150</u>
Total	1050

Of the proposals received, Sanese was given the highest evaluated score. Canteen was second highest. When Canteen received notice of award to Sanese, it protested to the contracting officer. Canteen alleged that Sanese failed to comply with the solicitation requirements covering menu variety and failed to submit pricing for four items (gum/mints, ice cream, pastry, and cigarettes), that Sanese's price for snack/candy was too vague to be evaluated, and that Canteen's prices were substantially below those charged by Sanese. Canteen also requested copies of various documents used in the evaluation and award of the contract.

On February 13, the contracting officer denied Canteen's protest as obviously without merit. He stated that Sanese's proposal had contained all required information in sufficient detail to allow evaluation of its proposal, that the evaluation was proper, and that price was only one of the six enumerated evaluation factors. The contracting officer determined that award had been made in accordance with the solicitation's criteria. He also transmitted to Canteen all nonconfidential documents it requested.

By an undated letter, received by this office on February 24, Canteen requested that we review two issues raised in its initial protest.^{1/} First, Canteen stated that Sanese failed to list its portion amounts, making objective evaluation of its proposal impossible. Second, Canteen noted that its prices were considerably below Sanese's on several items (\$.10 less on hot drinks, canned drinks, and cigarettes and \$.05 less on snacks and candy) and did not understand how it could have been given the same evaluated score for price as Sanese.

The contracting officer states that information on Sanese's portion sizes was based on sample product labels furnished with its proposal and an on-site visit to Sanese's commissary. The evaluation committee received sufficient information from these sources to judge Sanese's portion size. The contracting officer also notes that, while Canteen was lower in price on certain food items, Sanese was \$.20-\$.30 lower on sandwiches and dinners. Therefore, there was sufficient evidence to support a finding that the menu prices of Sanese and Canteen, in their entirety, were fairly evaluated.

The scope of review of our office in cases such as this is limited:

This office will not disturb the evaluation of a proposal unless it is shown to be arbitrary or in violation of procurement regulations. General Exhibits, Inc., P.S. Protest No. 85-77, December 5, 1985; H&B Telephone Systems, P.S. Protest No. 83-61, February 6, 1985. The determination of the acceptability of a proposal is the responsibility of the procuring activity since that activity is responsible for identifying its needs and the best method of accommodating them. Id.

Evergreen International Airlines, Inc., P.S. Protest No. 86-07, May 5, 1986.

Nothing in Canteen's arguments meets this standard. The sources from which the evaluation committee received the information concerning Sanese's portion sizes were appropriate and sufficient for its findings. Given the fact that Canteen was low on some prices while Sanese was low on other prices, we cannot find that their similar scores for price evaluation were arbitrary or capricious. The determination of the evaluators is supported in the record; therefore, we will not overturn it. Minnesota Vikings Food

^{1/}The other issues raised by Canteen in its initial protest are, therefore, not before this office, and we express no opinion on them. Canteen's failure to raise issues before our office that it raised in its initial protest to the contracting officer can be deemed to be an abandonment of those grounds of protest. Cf., e.g., PacOrd, Inc., Comp. Gen. Dec. B-224249, January 5, 1987, 87-1 CPD & 7 Radionic Hi-Tech, Inc., Comp. Gen. Dec. B-219116, August 26, 1985, 85-2 CPD & 230.

Service, P.S. Protest No. 86-86, October 31, 1986.

The protest is denied.

[DDAnna for:]

William J. Jones

Associate General Counsel

Office of Contracts and Property Law

[checked against original JLS 6/14/93]